

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. 7890-5/11

☐ Contract
☐ Re-Bid
☐ Other
 LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQET1200002
 TERM OF CONTRACT 3 YEAR(S) WITH 3 YEAR(S) OTR

Requisition /Project Title: INFOR Enterprise Asset Management (EAM) Professional Services - Pre-Qual Pool

Description: The purpose of this solicitation is to establish a pre-qualified pool of vendors capable of providing professional services for future development, expansion, and implementation of the existing INFOR Enterprise Asset Management Software System (EAM). Services provided under this pool include, but are not limited to the following: skills transfer, data conversion and extraction, change data capture, data standardization and cleansing, interface/integration development, project management, installation, training, configuration and implementation. Services may be required for the following software components: INFOR Asset Sustainability Edition (ASE), INFOR EAM Web Services, Databridge, Mobile, Advanced Mobile, and Cognos Reporting or other future support reporting tool.

Issuing Department: ISD on behalf of ITD
 Contact Person: Beth Goldsmith
 Phone: 305 375-4417

Estimate Cost: 450,000 in the initial term
 GENERAL FEDERAL OTHER

Funding Source: N/A

ANALYSIS

Commodity Codes:	<u>91829</u>	<u>91828</u>		
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	EXISTING	2ND YEAR	3RD YEAR	
Contractor:				
Small Business Enterprise:				
Contract Value:	\$	\$	\$	
Comments: <u></u>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation: <u></u>				

Signed: <u>Beth Goldsmith</u>	Date sent to SBD: <u>October 28, 2011</u>
	Date returned to ISD: <u></u>

Revised April 2005



BID NO.:

OPENING: 2:00 P.M.

, 2011

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES PRE-
QUALIFICATION POOL

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	NOT APPLICABLE
CATALOGUE AND LISTS:	NOT APPLICABLE
CERTIFICATIONS:	SECTION 2.14
EQUIPMENT LIST:	NOT APPLICABLE
EXPEDITED PROCUREMENT PROGRAM (EPP):	NOT APPLICABLE
INDEMNIFICATION/INSURANCE:	SECTION 2.11
PRE-BID CONFERENCE/WALK-THRU:	SECTION 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	SECTION 2.2
SAMPLES/INFORMATION SHEETS:	NOT APPLICABLE
SECTION 3 – MDHA:	NOT APPLICABLE
SITE VISIT/AFFIDAVIT:	NOT APPLICABLE
USER ACCESS PROGRAM:	SECTION 2.21
WRITTEN WARRANTY:	SECTION 2.19
LIVING WAGE:	NOT APPLICABLE

FOR INFORMATION CONTACT:

Beth Goldsmith, CPPB at 305-375-4417, or at bgoldsm@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE

FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-
RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Title: INFOR Enterprise Asset Management (EAM) Professional Services Pre-Qualification Pool

Procurement Contracting Officer 2: Beth Goldsmith, CPPB

Bids will be accepted until 2:00 p.m. on , 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1

GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. **Withdrawal of Bid** – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHV/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a pre-qualified pool of vendors capable of providing professional services for future development, expansion, and implementation of the existing INFOR Enterprise Asset Management Software System (EAM). Services provided under this pool include, but are not limited to the following: skills transfer, data conversion and extraction, change data capture, data standardization and cleansing, interface/integration development, project management, installation, training, configuration and implementation. Services may be required for the following software components: INFOR Asset Sustainability Edition (ASE), INFOR EAM Web Services, Databridge, Mobile, Advanced Mobile, and Cognos Reporting or other future support reporting tool.

As a result of this solicitation, the County will have a flexible means of obtaining professional services quickly, efficiently and cost effectively by soliciting Request for Quotes and issuing purchase orders to meet the specific needs of County departments as needed. In order to be included in this Pre-qualification pool, Vendors must meet all criteria outlined in Paragraph 2.6.1.

2.2 SMALL BUSINESS CONTRACT MEASURES**2.3 PRE-BID CONFERENCE**

A pre-bid conference will be held on ,2011, at Stephen P. Clark Center in conference room no. 18- to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "Cone of Silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies will not be available.

2.4 TERM OF CONTRACT – THIRTY SIX (36) MONTHS

The INFOR EAM Professional Services Pre-Qualification Pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required submission documents. The Pre-Qualification Pool shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew this Pre-Qualification Pool for one (1) additional three (3) year period. In order to continue participation in the Pre-Qualification Pool, vendors shall maintain, for the entirety of the stated additional periods, compliance with the Pre-Qualification Criteria outlined in this solicitation. Continuation of the Pre-Qualification Pool beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of any vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

SECTION 2
SPECIAL TERMS AND CONDITIONS

Should any vendor decline the County's right to exercise the option period, such vendor shall be removed from the Pre-Qualification Pool and ineligible to participate in any future RFQs conducted by the County.

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES

Award of this contract will be made to all responsive, responsible vendors that meet the minimum qualifications set forth below. As a condition for being included in the pool of pre-qualified vendors, Vendors must complete the Bid Submittal Package in Section 4 of this solicitation and provide all required information for evaluation. Vendors that meet the minimum qualifications shall be deemed to be pre-qualified to participate in subsequent spot market purchases issued by user departments in the form of a Request for Quotation (RFQ) as required by the County on either an as-needed or periodic basis. When such RFQs are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. Vendors subsequently added to the pool must meet the same minimum qualifications established for the original competition. Vendors must maintain compliance with all Pre-Qualification Criteria throughout the entire term of the resultant contract, including any renewals or extensions. The County may request updated documentation periodically to confirm Vendors' compliance with this requirement.

2.7 PRE-QUALIFICATION CRITERIA

Pre-qualification under this solicitation will be made to all responsive, responsible Vendors who meet the following minimum qualifications:

- i.* Vendors must be able demonstrate that they have provided such INFOR EAM Professional Services to at least three (3) client references, all of which must be government / public sector entities within the past two years. The annual value of the Services provided must be at least \$50,000 per year.
- ii.* Vendors must have annual sales in excess of \$1,000,000 per year.
- iii.* Vendors must have at least ten (10) or more employees on staff or under contract to be employed. This must include the following:
 - A.** At least one (1) employee or subcontractor with a minimum of three (3) years of experience in each of the areas outlined below:
 - 1)** Project Management – employee or subcontractor must be certified by the Project Management Institute (PMI) or comparable certification in order to meet this requirement.
 - 2)** Installation
 - 3)** Configuration
 - B.** At least one (1) employee or subcontractor with a minimum of three (3) years of experience in all of the software components outlined below:
 - 1)** INFOR Web Services

SECTION 2
SPECIAL TERMS AND CONDITIONS

- 2) Databridge
- 3) Mobile
- 4) Cognos Reporting
- C. At least two (2) employees or subcontractors that have two (2) or more years of experience writing triggers and/or stored procedures on Oracle Database Enterprise Edition version 10g or higher.
- iv. Vendors must have been performing services in the information technology industry for a minimum of five (5) years, including at least (3) years of experience in implementation, data conversion and extraction, charge data capture, and data standardization and cleansing with the INFOR EAM product family.

2.7 PRICES – INTENTIONALLY OMITTED

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT – INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE

Vendors shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendors or their employees, agents, servants, partners principals or subcontractors. Vendors shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendors expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Vendors shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

SECTION 2
SPECIAL TERMS AND CONDITIONS

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this Paragraph or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Vendors shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If Vendors fail to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Vendors shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, Vendors may be prohibited from submitting future Proposal to the County in accordance with Paragraph 1.23 of the General Terms and Conditions.

Vendors shall be responsible for assuring that the insurance certificate required in conjunction with this Paragraph remains in force for the duration of the contractual period. If insurance certificates are scheduled to expire during the contractual period, Vendors shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until

SECTION 2
SPECIAL TERMS AND CONDITIONS

such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from Vendors in accordance with Section 1.0, Paragraph 1.23 of the General Terms and Conditions.

2.12 BID GUARANTY – INTENTIONALL OMITTED

2.13 PERFORMANCE BOND

Vendors are not required to provide the County with a Performance Bond to pre-qualify to participate in this Pre-Qualification Pool. However, the County reserves the right to require a Performance and/or Payment Bond on a project by project basis, as may be awarded during the term of this Agreement. Should a bond be requested for a specific project, the County will identify that requirement in the specific RFQ.

2.14 CERTIFICATIONS

Vendors shall be a current INFOR Channel, Solution or Strategic Partner authorized to conduct public sector business in the state of Florida.

2.15 METHOD OF PAYMENT- INVOICE MATCHED TO RFQ WORK ORDER

Vendors receiving an award as the result of RFQ shall submit an invoice which provides the basic information set forth below, and the corresponding Work Order number, to the County user department that issued a Work Order to the vendor(s). The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Work Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of the goods, services or property provided

SECTION 2
SPECIAL TERMS AND CONDITIONS

- Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property

Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS

All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at their respective offices. The County reserves the right to substitute the delivery location at any time.

2.17 DELIVERY REQUIREMENTS

To be specified in the individual RFQs issued by the County.

2.18 BACK ORDER ALLOWANCE – INTENTIONALL OMITTED

2.19 WARRANTY AGAINST DEFECTS SHALL BE ONE (1) CALENDAR YEAR

Vendors shall, in addition to all other warrantees, be responsible for faulty labor and defective material and equipment within a period of one (1) calendar year after date of acceptance of the labor, material and/or equipment by the County for individual RFQs. The vendor shall promptly correct these deficiencies, without cost to the County, within thirty (30) calendar days after the County notifies the vendor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

2.20 CONTACT PERSONS

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact Beth Goldsmith via e-mail at bgoldsm@miamidade.gov with a copy to the Clerk of the Board at clerk BCC@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to Vendors as needed.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.21 USER ACCESS PROGRAM (UAP)**User Access Fee:**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

Vendors providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. Vendors must obtain the participation number from the entity prior to filling any order placed pursuant to this Paragraph. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. Vendors shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the awarded Vendors shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the awarded Vendors for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the awarded Vendors and shall be paid by the ordering entity less the 2% UAP.

2.22 CLARIFICATIONS

Prior to being added to the Pre-Qualification Pool, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Vendors deemed eligible for participation in the Pre-Qualification Pool.

2.23 SUBCONTRACTORS ARE PERMITTED

As part of the Bid Submittal Form, vendors are required to identify any and all subcontractor(s) that will be used in the performance of any work orders issued under this Pre-Qualification Pool, their capabilities and experience, and the portion of the work to be done by subcontractor(s). The competency of subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when determining vendors to be included in the Pre-

SECTION 2
SPECIAL TERMS AND CONDITIONS

Qualification Pool in the best interest of the County. Vendors may be allowed to submit updated documentation with an updated subcontractor listing to the County when specific RFQs are issued if such action is in the best interest of the County.

2.24 CONTRACTUAL PERSONNEL

All Vendors' personnel, including that of any subcontractor(s), shall be considered to be, at all times, employees of the Vendor. The County may require Vendor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The Vendor alone shall be responsible for their employees' compensation and benefits of any kind, including but not limited to, federal, state and local withholding taxes, FICA, MICA and any and all other applicable taxes. The County reserves the right to approve or disapprove any changes in vendor's personnel during performance under this Contract. Vendors' personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

2.25 PROFESSIONAL STANDARDS

Vendors shall provide the services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this solicitation. County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by Vendors in all aspects of the Services. Vendors' personnel shall have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner. Vendors shall at all times cooperate with the County and coordinate respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Failure to comply with these Professional Standards may result in a vendor being removed from the Pre-qualified Pool.

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SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

The resultant pre-qualified pool of Vendors may be used by the County to obtain professional services for future development, expansion, and implementation of the existing INFOR Enterprise Asset Management Software System (EAM). The services may include, but are not limited to the following: skills transfer, data conversion and extraction, change data capture, data standardization and cleansing, interface/integration development, project management, installation, training, configuration and implementation. Services may be required for the following software components: INFOR Asset Sustainability Edition (ASE), INFOR EAM Web Services, Databridge, Mobile, Advanced Mobile, and Cognos Reporting or other future support reporting tool. The County anticipates that future expansion of EAM will require the development of additional interfaces and/or integration with other County technology.

3.2 CURRENT ENVIRONMENT

EAM is the County-wide standard for asset management and is currently utilized by multiple County departments, including Miami-Dade Fire Rescue (MDFR), Internal Services Department (ISD), Information Technology Department (ITD), Miami-Dade Water and Sewer Department (WASD), Miami-Dade Aviation (MDAD), Park and Recreation (MDPR), Seaport Department (Seaport) and Miami-Dade Transit Authority (MDT). The County currently owns software licenses for the following EAM versions and modules:

- INFOR EAM Enterprise Users
- INFOR EAM Enterprise Mobile
- INFOR EAM Enterprise Barcode
- INFOR EAM Enterprise Web Services Toolkit
- INFOR EAM Enterprise Web Services Connector
- INFOR EAM Enterprise Databridge Integration Module
- INFOR EAM Enterprise Fleet Module
- INFOR EAM Enterprise Calibration Module
- INFOR EAM Enterprise Geographic Information System (GIS) Module
- INFOR EAM Enterprise Advanced Reporting Consumer (Limited quantities)
- INFOR EAM Enterprise Advanced Reporting Consumer
- INFOR EAM Enterprise Advanced Mobile (Limited quantities for GSA and WASD only)
- INFOR EAM Enterprise Analytics
- INFOR EAM Enterprise Asset Sustainability Edition (Green) (GSA only)

The County currently has 164,000 assets in the EAM system growing in a linear rate of 800 new assets per month. Approximately 32,000 work orders are completed each month. The County follows the INFOR roadmap for applying patches and performing upgrades. The patches are applied on a quarterly basis with upgrades usually occurring within 6 months of their release. The County maintains development, test, and production environments.

The INFOR EAM product has multiple integration points with other applications. These integration points include Oracle's PeopleSoft, ESRI Geographic Information Systems (GIS), as well as several in-house mainframe applications. The integrations utilize web services as well as products such as IBM WebSphere MQ Messaging.

SECTION 3
TECHNICAL SPECIFICATION

The County currently hosts two installations of the INFOR EAM solution.

- INFOR EAM 8.3, virtual servers utilizing Red Hat Linux, Oracle 10g utilizing AIX used by MDFR, GSA, MDP, Seaport, WASD and MDT.
- INFOR EAM 8.5, virtual servers utilizing Red Hat Linux, Oracle 11g utilizing AIX used ETSD and future departments.

The County is planning to host a third installation containing for MDAD which consists of: Miami International Airport (MIA), Opa-locka Airport (OPF), Kendall-Tamiami Executive Airport (TMB), Homestead General Aviation Airport (X51), and Dade-Collier Training and Transition Airport (TNT).

- INFOR EAM 8.5, virtual servers utilizing Red Hat Linux, Oracle 11g utilizing AIX.

The County standards matrix is provided for proposers to understand the supported computing environment as well as recognizing its complexities.

Distributed Operating Systems	<ul style="list-style-type: none"> ➤ Windows 2008 Enterprise Edition ➤ AIX 6.1 or Higher ➤ Red Hat Linux As 5.3 Or Greater ➤ VMware ➤ Oracle Unbreakable Linux 5.3 Or Higher ➤ OSX
Mainframe OS and OLTP	<ul style="list-style-type: none"> ➤ Z/OS 1.11 ➤ Z/VM Release 5.4 ➤ Z/Linux SUSE SLES 9 Or Greater ➤ CICS V4R1
Database	<ul style="list-style-type: none"> ➤ Oracle Enterprise Edition Release 11.1.0.7 RAC Certified Systems (Enterprise Solution) ➤ AIX Oracle Non-Grid 11.2.0.2 ➤ MS SQL 2008 Enterprise 64 bit ➤ Oracle MySQL for Wordpress and PHP solutions
Hardware	<ul style="list-style-type: none"> ➤ IBM Z Series mainframe (2 IBM 2098-E10/P03) – 7 LPARS ➤ HP model servers with Integrated Lights Out (ILO) ➤ HP blade server with VIO option ➤ HP blade servers with CITRIX XenApp virtualization ➤ HP blade servers with CITRIX XenDesktop thin client provisioning ➤ Intel servers with VMWare virtualization software ➤ HP Proliant dual core servers ➤ IBM pSeries servers (model 9119-FHA known

SECTION 3
TECHNICAL SPECIFICATIONS

	<p>as a p595) and IVR 9131-52A known as p520Workstations - preferred manufacturer (Dell)</p> <ul style="list-style-type: none"> ➤ Thin Client Workstations – WYSE C10LE ➤ Mobile Devices – Blackberries, iPhone, iPad, Android
Network	<ul style="list-style-type: none"> ➤ Fiber channel (BROCADE Fiber switches – Fe1, Fe2, Fe4, Fe40) ➤ TCP/IP Communications Protocol ➤ Network Switches ➤ Telephone Switches ➤ Telephone Equipment ➤ DSL ➤ FiCon ➤ SolarWinds ➤ EdgeSight monitoring ➤ Remote locations connected to central County location with varying speeds from ADSL 256kbps to 1gbps for core sites ➤ Microsoft DNS ➤ Citrix SSL VPN
Storage	<ul style="list-style-type: none"> ➤ Tier 1 SAN storage – IBM DS 8100, DS8300 ➤ Tier 2 SAN Storage – HP HSV SANS with Fiber Channel ➤ Tier 3 SAN Storage – HP HSV SANS with FATA high density low performance disk ➤ Tier 1 Tape Storage – SUN/STK SL8500 – 9940B Tape Drives ➤ Tier 2 Tape Storage – SUN/STK SL500 – LT02, LT04
Storage Management	<ul style="list-style-type: none"> ➤ Veritas NetBackup 6.0 for all distributed systems backups ➤ Veritas Cluster Series ➤ Veritas Global Clusters ➤ Veritas Global Replicate ➤ Veritas Volume Manager ➤ AIX Power-HA for High Availability 6.1 or greater ➤ IBM-HSM for mainframe backup and recovery ➤ Innovation FDR for mainframe backup and recovery ➤ CA/Disk for mainframe backup and recovery

SECTION 3
TECHNICAL SPECIFICATION

Security	<ul style="list-style-type: none"> ➤ RACF (mainframe security) ➤ Trend Anti Virus for servers
Distributed Application Development	<ul style="list-style-type: none"> ➤ ASP.NET ➤ Visual Studio 2008 (VB & C#) ➤ .Net Framework 1.1, 2.0, 3.0, & 3.5 ➤ J2EE JDK 1.4 ➤ Objective-C for iOS SDK ➤ PHP5
Applications Desktop & Enterprise	<ul style="list-style-type: none"> ➤ Microsoft Outlook 2007 or higher ➤ Microsoft Internet Explorer 7 & 8 ➤ MS Office 2007 or higher ➤ Citrix (Thin Client Access – Citrix Metaframe)
Enterprise Applications	<ul style="list-style-type: none"> ➤ PeopleSoft ERP ➤ ESRI software products for GIS (ArcGIS Server, ArcSDE, ArcInfo, ArcEditor, ArcIMS) ➤ INFOR Asset Management ➤ WebSphere Voice Response (IVR) ➤ MicroSoft Exchange
Middleware	<ul style="list-style-type: none"> ➤ IBM MQ Message Broker and Workflow ➤ WebSphere Application Server 6.1 ➤ IIS 6.0, & 7.0 ➤ Microsoft Office SharePoint Server 2010 ➤ WebSphere Portal Server ➤ Shadow z/Services for CICS
Systems and Asset Management	<ul style="list-style-type: none"> ➤ HP Insight Manager/SIM (for HP hardware management) ➤ HP Continuous Access Replicator ➤ MS SCOM, MS SCCM ➤ Enterprise Network & System Management <ul style="list-style-type: none"> ○ IBM Tivoli Monitoring ○ IBM Tivoli Network Manager ○ IBM Tivoli Netcool Omnibus ○ IBM Tivoli Composite Application Manager for Transactions ○ IBM Tivoli Composite Application Manager for SOA ○ IBM Tivoli Composite Application Manager for WAS ○ Tivoli Application Dependency Discovery Manager ○ IBM Tivoli Change and Configuration Management Database (Maximo)

SECTION 3
TECHNICAL SPECIFICATIONS

	<ul style="list-style-type: none">➤ Scheduling Software Tivoli Workload Scheduler (OPC) – all platforms
Data and Information Management	<ul style="list-style-type: none">➤ SQL Reporting Services➤ IBM Content Manager OnDemand Online Reporting➤ CA/Dispatch Online Report bundling/printing/viewing➤ IBM Cognos BI 8.4 or 10
User Identification and Authentication	<ul style="list-style-type: none">➤ Active Directory➤ Tivoli Access Manager➤ Tivoli Identity Manager

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
 TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Internal Services
 Beth Department
 Goldsmith

Date Issued:

This Bid Submittal Consists of
 Pages 19 through 26 and
 Affidavits Page 1 through 3.

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE	918-28
Procurement Contracting Officer 2 Beth Goldsmith	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE
 BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
 LOCAL PREFERENCE**
**FAILURE TO SIGN PAGE THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR
 BID NON-RESPONSIVE**

SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL

FIRM NAME: _____

4.1 CONTACT INFORMATION

Provide contact information for Primary (Required) and Secondary (Optional) staff within your Company who will be responsible for providing a response to Requests for Quotations (RFQ) issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 8:00 AM and 6:00 P.M. (Local Time)

PRIMARY CONTACT (REQUIRED)

Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
E-mail Address:	
Website Address:	

SECONDARY CONTACT (OPTIONAL)

Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
E-mail Address:	
Website Address:	

SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL

FIRM NAME: _____

4.2 REFERENCES

NOTE: This form must be completed by Vendor.

Provide three customer references, all of which must be government / public sector entities, for which your firm has provided services. The annual value of the Services provided must be at least \$50,000 per year.

**Government
Reference 1**

Entity Name: _____

Address: _____

Contact Name: _____

Title: _____

Telephone: _____ Years dealing with your firm: _____

E-mail Address: _____

Duration of Engagement: _____

Nature of the Services
provided (types of services
provided, products for
which integration was
developed, etc.) _____

Annual Value of Services: _____

**Government
Reference 2**

Entity Name: _____

Address: _____

Contact Name: _____

Title: _____

Telephone: _____ Years dealing with your firm: _____

E-mail Address: _____

SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL

FIRM NAME: _____

Duration of Engagement: _____

Nature of the Services
provided (types of services
provided, products for
which integration was
developed, etc.) _____

Annual Value of Services: _____

Government

Reference 3

Company Name: _____

Address: _____

Contact Name: _____

Title: _____

Telephone: _____ Years dealing with your firm: _____

E-mail Address: _____

Duration of Engagement: _____

Nature of the Services
provided (types of services
provided, products for
which integration was
developed, etc.) _____

Annual Value of Services: _____

4.3 FINANCIAL STATEMENTS

Provide financial statements from the two previous fiscal years demonstrating annual sales in excess of \$1,000,000 per year.

4.4 VENDOR QUALIFICATIONS

Provide resumes for a minimum of ten (10) employees or subcontractors to be used in the performance of any word orders issued under this contract. This must include the following:

- A.** At least one (1) employee or subcontractor with a minimum of three (3) years of experience in each of the areas outlined below:

SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL

FIRM NAME: _____

- 1) Project Management – employee or subcontractor must be certified by the Project Management Institute (PMI) or comparable certification in order to meet this requirement.
- 2) Installation
- 3) Configuration
- B. At least one (1) employee or subcontractor with a minimum of three (3) years of experience in all of the software components outlined below:
 - 1) INFOR Web Services
 - 2) Databridge
 - 3) Mobile
 - 4) Cognos Reporting
- C. At least two (2) employees or subcontractors that have two (2) or more years of experience writing triggers and/or stored procedures on Oracle Database Enterprise Edition version 10g or higher.

A single employee or subcontractor may fulfill more than one of the above listed requirements. Resumes should be labeled appropriately to allow the County to assess compliance with this requirement. As an example, should a vendor have an employee with three (3) years of experience in installation for Cognos Reporting as well as two (2) years of experience in writing triggers for Oracle Database Enterprise Edition version 10g, the resume should be labeled as "A-2, B-4, C."

4.5 EXECUTIVE SUMMARY

Provide an executive summary that includes a company background and specifies the number of years the firm has been providing services in the information technology and the number of years experience in implementation, data conversion and extraction, charge data capture, and data standardization and cleansing with the INFOR EAM product family. This must include formal documentation that demonstrates the firm's status as an INFOR Channel, Solution or Strategic Partner authorized to conduct public sector business in the state of Florida.

4.6 CERTIFICATION

Provide a formal notice and/or documentation indicating current status as INFOR Channel, Solution or Strategic Partner authorized to conduct public sector business in the state of Florida.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL**

FIRM NAME: _____

**SECTION 4
BID SUBMITTAL FOR:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION
WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES PRE-QUALIFICATION POOL

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

SECTION 4
BID SUBMITTAL FORM:
INFOR ENTERPRISE ASSET MANAGEMENT (EAM) PROFESSIONAL SERVICES
PRE-QUALIFICATION POOL

FIRM NAME: _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____ - ____ / ____ / ____ / ____ / ____

Prompt Payment Terms: ____% ____ days net ____ days

*****By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract** (Please see paragraph 1.2 H of General Terms and Conditions)***

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



AFFIDAVITS
FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title:

Affidavits and Legislation/ Governing Body

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____, 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public **Expiration Date** **Notary Public Seal**

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed) FORM 100